

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:) Bky. Case No. 10-31482
) Chapter 11
Keeley and Grabanski Land Partnership)
)
Debtor(s).)
)

APPLICATION FOR APPROVAL OF EMPLOYMENT OF CONSULTANT

1. Applicant is the trustee in this case.
2. Applicant believes that the employment of a consultant is necessary to assist the trustee in carrying out the trustee's duties as follows: to provide digital forensic consulting services to the trustee and his counsel and accountants, including data analysis and recovery, imaging, data storage, expert witness testimony and other similar services as necessary in these bankruptcy cases.
3. Computer Forensic Services, Inc. ("CFS") and Mark Lanterman ("Lanterman"), Chief Technology Officer, 601 Carlson Parkway, Suite 1250, Minnetonka, MN 55305, 952-924-9920, are qualified by reason of their practice and experience to render such assistance and provide such services.
4. The terms and conditions of the compensation and reimbursement of expenses are as follows: A copy of CFS's Engagement Agreement setting forth CFS's rates and charges and other terms of the proposed employment is attached as Exhibit A.
- 5.

WHEREFORE, Applicant prays that the Court approve such employment by the trustee.

Dated: August 1, 2013

/e/ Kip M. Kaler
Kip M. Kaler, Bankruptcy Trustee
121 Roberts St. N.
P.O. Box 423
Fargo, ND 58107-0423
(701) 232-8757 (office)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:) Bky. Case No. 10-31482
) Chapter 11
Keeley and Grabanski Land Partnership)
)
Debtor(s).)
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VERIFIED STATEMENT PURSUANT TO FEDERAL RULE 2014(a)

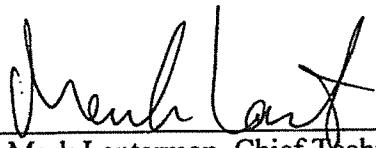
I, Mark Lanterman, on behalf of Computer Forensic Services, Inc. ("CFS"), the professional named in the application for employment on behalf of the above named bankruptcy estates, declare under penalty of perjury the following:

1. Neither I nor CFS hold or represent any interest adverse to the estate and am disinterested as required by 11 U.S.C. § 327.
2. Neither I nor CFS have any connections to the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the offices of the United States Trustee.

The result is that CFS and Lanterman remain disinterested in these cases.

COMPUTER FORENSIC SERVICES, INC.

Dated: 8-1-13

By: 
Mark Lanterman, Chief Technology Officer
601 Carlson Parkway
Suite 1250
Minnetonka, MN 55305
952-924-9920



Engagement Agreement

COMPUTER FORENSIC SERVICES, INC. ("CFS") agrees to be engaged by Kip Kaler of Kaler Doeling Law ("KDL") in his capacity as trustee for the bankruptcy estate of Keeley and Grabanski Land Partnership v. Slominski and other related cases that are jointly administered under BKY No. 11-07201 to provide digital forensic services, as requested. The digital forensic services provided may include imaging services, onsite services, data analysis and consulting, expert witness services, data storage services, and other services to be determined by the parties. The services and rates, and terms and conditions, offered in this agreement are revocable at the choice of CFS if this agreement is not executed and returned to CFS within 5 business days.

CFS engagement by KDL is effective upon approval by the Bankruptcy Court and the return to CFS of KDL'S executed copy of this agreement, KDL will promptly notify CFS upon completion of the project. CFS will deliver all devices, and other requested items, to KDL, and destroy all project data in its custody, after the settlement of any and all outstanding invoices.

CFS will maintain the confidentiality of all project information KDL entrusts to the custody of CFS. CFS will not disclose any confidential information obtained during the course of providing services for KDL to any third party, except as may be required by law or court order. KDL will immediately provide CFS with any relevant order or stipulation regarding the handling of any confidential information.

CFS Services and Pricing

CFS will perform the services described below, without limitation, and will charge KDL according to the appropriate flat rates and/or hourly rates described below. CFS' regular rate is \$275.00 per hour per person performing a billable task, and is effective during regular business hours, 8:00 AM to 5:00 PM Monday through Friday, and if the work is not required to be completed within 5 weekdays of the request. CFS' priority rate is \$412.50 per hour per person performing a billable task. The priority rate is effective for all work required to be completed within 5 weekdays of the request, and during all non-regular hours, including weekends and holidays.

KDL acknowledges CFS may advance reasonable and necessary out-of-pocket expenses required for the completion of the project. KDL will pay all such reasonable and necessary out-of-pocket expense incurred by CFS to complete the project. "Expenses" are defined as, without limitation, equipment and media for deliverables and/or storage; automobile mileage and necessary fuel; air, automobile, rail, or sea travel costs including tickets and/or rental; travel time; long distance telephone charges; copying charges; hotel or any necessary onsite accommodations; shipping charges and insurance.

All project cost estimates and quotes furnished by KDL at its request or otherwise are subject to change without notification. KDL acknowledges that the nature of the work performed by CFS is complex and time consuming, and that any cost estimate or quote furnished by CFS is not a cap on

the amount KDL may be charged for the project. CFS agrees to promptly notify KDL after discovery of the need to exceed any furnished cost estimate or quote. CFS will obtain approval from KDL prior to continuing work on the project if current work exceeds the furnished cost estimate or quote.

Imaging Services: The charge for Imaging Services includes the creation of an encrypted forensically sound bit-stream image, and image verification. All imaging includes the offered pricing and rates described in Table 1. Any imaging performed outside of regular business hours at any location is subject to the rates below and the appropriate hourly rate for each CFS employee engaged in imaging. Any imaging not performed at CFS is also subject to the hourly rates offered under our Onsite Services. See Table 1 for device imaging rates.

Table 1

| Billable Task Per Storage Medium (e.g. hard drive, tape) | Rate |
|---------------------------------------------------------------------|----------------------|
| CD/DVD Imaging and Verification | \$75 |
| DLDVD (dual layer) Imaging and Verification | \$125 |
| Memory Card Imaging and Verification | \$125 |
| USB Thumb Drive Imaging and Verification | \$200 |
| Tablets/Cell Phone/PDA Imaging and Verification | \$575 |
| Computer/External Hard Drive Imaging and Verification, 0-500 GB | \$300 |
| Computer/External Hard Drive Imaging and Verification, 501-1,000 GB | \$500 |
| Computer/External Hard Drive Imaging and Verification, 1,001+ GB | \$750 |
| Server Hard Drive Imaging and Verification, 0-500 GB | \$500 |
| Server Hard Drive Imaging and Verification, 501-1,000 GB | \$1,000 |
| Server Hard Drive Imaging and Verification, 1,001+ GB | \$1,500 |
| Archived Tape Processing | TBD (+ time & media) |
| Image Transfer & Verification | TBD (+ time & media) |
| Server RAID Reassembly | TBD (+ time & media) |

Onsite Services: All services not performed at the CFS main place of business at 601 Carlson Parkway, Suite 630, in Minnetonka, MN are also subject to the appropriate hourly rate for all CFS employees performing services, including pre-trip onsite preparation, and any other onsite time. See Table 2 for onsite hourly rates.

Table 2

| Billable Task Per Person | Regular Rate | Priority Rate |
|-----------------------------------|--------------|---------------|
| Onsite Services Preparation Hours | \$275.00/hr. | \$412.50/hr. |
| Onsite Services Hours | \$275.00/hr. | \$412.50/hr. |

Data Analysis and Consultation: CFS data analysis and consultation services include but are not limited to any form of communication, consultation, data analysis, and any other billable task associated with processing digital evidence that is required to complete the project for KDL. All data analysis and consultation services performed by CFS personnel are billed at the appropriate

hourly rate per person. The default rate for all CFS data analysis and consultation work on this project is CFS' regular business rate, including completion not sooner than 5 weekdays from receipt of request. All work performed at the priority rate will be approved by KDL prior to CFS beginning the work. See Table 3 for data analysis and consultation rates.

Table 3

| Billable Task Per Person | Regular Rate | Priority Rate |
|-----------------------------------------------------------|--------------|---------------|
| Service performed during regular hours, M-F 8:00AM-5:00PM | \$275.00/hr. | |
| Service performed outside of regular hours. | | \$412.50/hr. |

Expert Witness Services: Expert witness testimony is made in any or all of the following forms: letter, report, affidavit, deposition, or as a witness for proceedings before any court, or any alternative board or panel. Expert Witness Services will be billed the hourly rate of \$425.00 per consultant performing the billable task. A minimum reservation charge of 8-hours will be assessed for deposition and testimony preparation, and appearance. A minimum reservation charge will not apply for other expert witness services. CFS requires 24-hour notice of cancellation for performance of any and all requested or reserved expert witness service. KDL agrees to be billed for any and all expert witness services requests or reservations not cancelled within 24-hours of the due date. CFS will invoice a minimum reservation charge for applicable cancellations within the 24-hour period. See Table 4 for expert witness services rates.

Table 4

| Billable Task Per Person | Expert Witness Services Rate |
|------------------------------------------------------|------------------------------|
| Affidavit/Report/Expert Letter Preparation | \$425.00/hr. |
| Deposition or Testimony Preparation (8 hour minimum) | \$425.00/hr. |
| Deposition or Testimony (8 hour minimum) | \$425.00/hr. |

Data Storage Services: A monthly storage fee of \$2.50/GB will be assessed for storage of project data on CFS secure servers. CFS reserves the right to begin monthly storage invoicing 30-days after a device is imaged. KDL will notify CFS of required data storage within 90-days of imaging a device. CFS reserves the right to delete all project data if no notification is received by the 90-day deadline. KDL may opt out of data storage through written notice to CFS. An opt-out writing must be received by CFS at least 1-week before storage invoicing begins. Data storage may be terminated at any time after the start of storage invoicing. Termination is only effective in writing and commences on the day after it is received by CFS. All unpaid storage charges are due immediately upon termination. All unbilled storage charges will be invoiced according to the appropriate per diem amount for the current month. KDL agrees to pay all data storage invoices. See Table 5 for data storage services rates.

Table 5

| Billable Task Per Month | Flat Fee | Data Storage Services Rate |
|----------------------------------------------------|---------------|----------------------------|
| Maintained storage of project data by CFS, 0-12 GB | \$30.00/month | |
| Maintained storage of project data by CFS, 12+ GB | | \$2.50/GB |

General Terms & Conditions

CFS will submit invoices to KDL for all services performed and expenses incurred on the project. Subject to Bankruptcy Court approval upon application, CFS invoices for services performed for KDL after this agreement is effective are due, to the extent they are approved upon entry of the Bankruptcy Court's order.

KDL acknowledges it has the authority to submit data, materials, equipment, or information to CFS to provide digital forensic services. CFS will exercise necessary care to secure and protect from physical damage or destruction the data, materials, equipment and information provided by KDL.

This agreement is the entire engagement agreement between CFS and KDL. This agreement supersedes all other oral and written agreements for this project, this agreement can only be modified in writing.

Please acknowledge by signature in the space provided below that the foregoing accurately sets forth the prices, terms and conditions, of our agreement.

I hereby agree and accept on behalf of COMPUTER FORENSIC SERVICES, INC. ("CFS") the prices, terms and conditions, as set forth above in the engagement agreement



By: _____
Mark Lanterman
Chief Technology Officer

Date: July 31, 2013

I hereby agree and accept on behalf of the Bankruptcy estate of estate of Keeley and Grabanski Land Partnership v Slominski and other related cases the prices, terms and conditions, as set forth above in the engagement agreement.

By: 
Kip M. Kaler, Trustee
Date: 8/1/13

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:) Bky. Case No. 10-31482
) Chapter 11
Keeley and Grabanski Land Partnership,)
)
) NOTICE OF APPLICATION
) FOR APPROVAL OF
Debtor.) EMPLOYMENT
)

NOTICE OF MOTION: Your rights may be affected in this action. You should read these papers carefully and discuss the matters with your attorney if you have one. Any objections to this motion must be made within 14 days of this date with an original filed with the Clerk of Bankruptcy Court and copies served upon the Bankruptcy Trustee and United States Trustee at the addresses stated below. Failure to timely respond to this motion will be deemed a waiver of any objections and the Court will grant such relief as it deems appropriate.

Clerk, U.S. Bankruptcy Court
Quentin N. Burdick U.S. Courthouse
655 First Ave. N. – Suite 210
Fargo, ND 58107-4932

United States Trustee
314 South Main Ave.
Suite 303
Sioux Falls, SD 57104-6462

Trustee
(See
address
below)

DATE OF MAILING: 08/02/2013

/s/ Kip M. Kaler
Kip M. Kaler
Bankruptcy Trustee
P.O. Box 423
Fargo, ND 58107-0423
(701) 232-8757

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:) Bky. Case No. 10-31482
) Chapter 11
Keeley and Grabanski Land Partnership,)
) CERTIFICATE OF SERVICE
)
Debtor.)
_____)

Kip M. Kaler of Fargo, ND, swears that on August 2, 2013, he mailed in first class postage-paid envelopes and deposited same in the post office at Fargo, ND, or served electronically at the given e-mail address a copy of the following:

NOTICE OF APPLICATION FOR APPROVAL OF EMPLOYMENT OF CONSULTANT

to the parties listed below:

- Katherine J. Clayton kclayton@brookspierce.com, cblaise@brookspierce.com;jharvey@brookspierce.com
- Jack P. Dwyer stf@kennellylaw.com, hjo@kennellylaw.com;mjs@kennellylaw.com
- Sean T. Foss stf@kennellylaw.com, hjo@kennellylaw.com
- Daniel L. Gaustad dan@grandforkslaw.com, illa@grandforkslaw.com;jquinn@grandforkslaw.com;skouba@grandforkslaw.com
- DeWayne Johnston dewayne@wedefendyou.net, alison@wedefendyou.net;todd@wedefendyou.net
- DeWayne Johnston dewayne@wedefendyou.net, alison@wedefendyou.net;todd@wedefendyou.net
- Roger J. Minch rminch@serklandlaw.com, lladwig@serklandlaw.com
- Patrick H. O'Neill poneill@o-mlaw.com, klewis@o-mlaw.com
- Richard P. Olson rpolsonecf@minotlaw.com, rpolson@minotlaw.com
- Daylen D. Ramstad dramstad@jrmlawfirm.com
- Richard John Thomas thomas@burkeandthomas.com, haugen@burkeandthomas.com;hintz@burkeandthomas.com
- Katrina A. Turman Lang katrina@turmanlaw.com
- Elizabeth Weller bethw@lgbs.com

The Office of the U.S. Trustee will be served electronically.

/s/ Kip Kaler
Kip M. Kaler